

# PROJECT AGREEMENT FOR INDIGENOUS MOBILE DENTAL INFRASTRUCTURE: SOUTH AUSTRALIA AND THE NORTHERN TERRITORY

Council of  
Australian  
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States and Territories, being:
  - t South Australia
  - t the Northern Territory

The output of this project will be the delivery of mobile dental infrastructure to service priority Indigenous communities in South Australia and the Northern Territory.

# Project Agreement for Indigenous Mobile Dental Infrastructure: South Australia and the Northern Territory

## INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

### PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will support the delivery of the pilot program - *Closing the Gap: Indigenous dental services in rural and regional areas* which aims to implement mobile dental service models in priority Indigenous communities in rural and regional Australia.
3. New South Wales, Queensland and the Northern Territory have also been provided funding under the National Partnership Agreement on Health Infrastructure to implement mobile dental service models under the *Closing the Gap: Indigenous dental services in rural and regional areas* program.
4. This Agreement constitutes the entire agreement for this project.

### PART 1 – FORMALITIES

#### Parties to this Agreement

5. This Agreement is between the Commonwealth of Australia (the Commonwealth) and South Australia and the Northern Territory (the States).

## Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 1 December 2013 or on completion of the project, including acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

## PART 2 – PROJECT OUTPUTS

### Outputs

7. The outputs of this Agreement will be:
  - (a) the delivery of mobile dental infrastructure by South Australia to assist with the provision of dental services to Indigenous communities in Oodnadatta, Marree, Leigh Creek, Copley and Nepabunna; and
  - (b) the delivery of mobile dental infrastructure by the Northern Territory to assist with the provision of dental services to Indigenous communities in the Katherine West region, Groote Eylandt, Wadeye and Maningrida.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

8. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of the mobile dental infrastructure under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

### Role of the States and Territories

9. The States will be responsible for
  - (a) providing a financial contribution to support the service delivery components of the projects and in-kind contributions to support the implementation of this Agreement;
  - (b) all aspects of delivering on the project outputs set out in this Agreement; and
  - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

### Shared roles

10. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the

nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

## PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

11. The following tables summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 2: Milestones, reporting and payment summary

South Australia Output	Milestone(s)	Date due	Relevant Report due	Payment
Provide mobile dental infrastructure to South Australia to assist with the provision of dental services to Indigenous Australians in Maree, Leigh Creek/Copley, Nepabunna and Oodnadatta	Contract entered into for the purchase of dental equipment.	15/05/2012	15/05/2012	\$104,550
	Cabinetry, electrical and plumbing works have been contracted and appropriate due diligence arrangements demonstrated.	01/06/2012	01/06/2012	\$243,950
	Service delivery to project sites has been achieved.	31/08/2012	31/08/2012	Nil

Northern Territory Output	Milestone(s)	Date due	Relevant Report due	Payment
Provide mobile dental infrastructure to the Northern Territory to assist with the provision of dental services to Indigenous Australians in Katherine West region, Groote Eylandt, Wadeye and Maningrida.	Contract entered into for the purchase of dental equipment.	15/05/2012	15/05/2012	\$174,990
	Cabinetry, electrical and plumbing works have been contracted and appropriate due diligence arrangements demonstrated.	01/06/2012	01/06/2012	\$408,310
	Service delivery to project sites has been achieved.	31/08/2012	31/08/2012	Nil

## Reporting arrangements

12. The States will provide performance reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
  - a) a description of actual performance of the States in the period to date against the project milestones;
  - b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the States propose to resolve this/these matter(s); and:
  - c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
  
13. The Closing the Gap - Indigenous dental services in rural and regional areas program funds a range of pilot projects and an independent evaluation of the program will help to identify successful models. The following additional reports to be provided by the States will inform the evaluation of the pilot projects:
  - a) *Project Progress Report due 1 June 2012*: the first report is to provide baseline information on the oral health status of the Indigenous communities in the project regions.
  - b) *Service Delivery Project Reports due 1 December 2012, 1 June 2013 and 1 December 2013*: the progress reports on the service delivery of each project are to include:
    - i. treatment items as defined by ADA Australian Schedule of Dental Services, including data on Decayed, Missing and Filled Teeth.
    - ii. a description of the number and type of services (eg. preventative services) provided by the State during the reporting period;

- iii. promotional activities undertaken in relation to, and media coverage of, the projects during the reporting period; and
  - iv. description of any delays or difficulties in undertaking the projects and the strategies adopted to address them.
14. The States will also prepare a final Project Report within 90 days of the completion of the project(s) agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
- (a) describe the conduct, benefits and outcomes of the Project(s);
  - (b) describe the number and type of services provided by the State for each project;
  - (c) evaluate the Project(s) from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
  - (d) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and the State(s), at least 60 days before it is due.

## PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide a total financial contribution to the States of \$0.932m in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
17. The Commonwealth's and the States estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 1.

Table 1: Estimated financial contributions

(\$ million)	2011-12	Total
Estimated total budget	0.932	0.932
Less estimated National Partnership Payments	0.932	0.932
Balance of non-Commonwealth contributions	0.0	0.0

18. If a State does not achieve one or more project milestones in full, due to circumstances beyond its control or circumstances not anticipated at the time of signing the Project Agreement, the Commonwealth may provide a partial payment to the State.
19. The Commonwealth will only make a partial payment if the State is able to demonstrate that it implemented adequate and appropriate arrangements that would have achieved the relevant project milestone but for those circumstances.

20. Having regard to the agreed estimated costs of projects specified in a Project Agreement, a State or Territory will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the States bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

21. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

### Variation of the Agreement

22. The Agreement may be amended at any time by agreement in writing by all the Parties.
23. Bilateral aspects of this Agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
24. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

### Delegations


25. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

### Dispute resolution

26. Any Party may give notice to other Parties of a dispute under this Agreement.
27. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
28. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.
29. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the Commonwealth  
of Australia by*



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**The Honourable Warren Snowdon MP**  
Minister for Indigenous Health

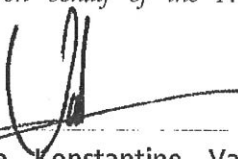
**15 JUN 2012** 2012

*Signed for and on behalf of the  
State of South Australia by*

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**The Honourable John Hill MHA**  
Minister for Health

2012

*Signed for and on behalf of the Northern  
Territory by*



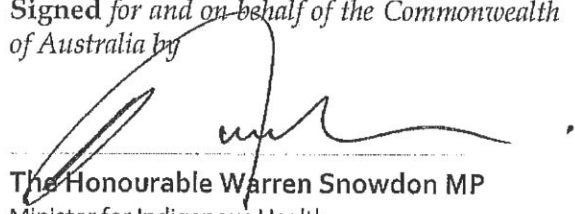
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**The Honourable Konstantine Vatskalis  
MLA**  
Minister for Health

**2.8 MAY 2012** 2012



The Parties have confirmed their commitment to this agreement as follows:


Signed for and on behalf of the Commonwealth  
of Australia by



The Honourable Warren Snowdon MP  
Minister for Indigenous Health

21/5/2012

Signed for and on behalf of the  
State of South Australia by



The Honourable John Hill MHA  
Minister for Health

20/5 2012

Signed for and on behalf of the Northern  
Territory by

The Honourable Konstantine Vatskalis  
MLA

Minister for Health

2012